P4) was an exact copy or reproduction of the gramophone record (Exhibit P10A). By virtue of the definition of "pirated copies" in the Act it was incumbent on the prosecution to prove, at the very least, that the cassette tape (Exhibit P4), the alleged pirate copy, is an exact copy or reproduction of the gramophone record (Exhibit P10A). In my judgment, that evidence, by itself, was clearly insufficient to prove that the cassette tape (Exhibit P4) is a copy or reproduction of the gramophone record (Exhibit P10A) or is a copy or reproduction of the gramophone record the copyright in which is owned by EMI (Singapore) Pte. Ltd. Similarly, the prosecution evidence relating to the cassette tape (Exhibit P5) was insufficient to prove that that cassette tape is a copy or reproduction of the gramophone record, the copyright in which is owned by EMI Records Ltd.

Another reason why, in my judgment, the prosecution in respect of all the charges must fail *in limine* is to be found in section 3(1) of the Act. This section, read with the definition section, makes it an offence for a person who, *inter alia*, makes or reproduces any *copies* of any gramophone record without the consent of the owner of the copyright in such record. *Prima facie*, therefore, it would not be an offence to make *one* copy of a gramophone record without the consent of the copyright owner unless the provision in the Interpretation Act that in every written law words in the plural include the singular applies to the word "copies" in section 3(1) of the Act.

Under section 2(1) of the Interpretation Act words in the plural shall include the singular "unless there is something in the subject or context inconsistent with such construction". It is to be observed that the use of the plural word "copies" instead of the singular word "copy" is repeated in sub-sections (2), (3), (4) and (6) of the Act. It is to be observed that the plural word "copies" is again used in section 4 of the Act. It is to be observed that in section 2 of the Act, the definition section, the plural word "copies" is defined and not the singular word "copy". It is to be observed that the expression "any pirated copies" is used throughout the Act and not the expression "any pirated copy" which would have been grammatically correct if the intention of the legislature was that it would be an offence under section 3(1) of the Act to make, reproduce, etc. etc. even a single copy of a gramophone record without the consent of the copyright owner. In my judgment, the deliberate use of the plural word "copies" in the context of section 3(1) which creates a criminal offence, punishable with fine or imprisonment, for the infringement of copyright in gramophone records is sufficient to exclude the operation of the Interpretation Act.

In my opinion, the exclusion of the operation of the Interpretation Act to the provisions of section 3(1) of the Copyright (Gramophone Records and Government Broadcasting) Act is consonant with common sense and the principle of strict construction of a penal statute. It clearly could not be intended by the legislature that a person who makes or reproduces a single copy of a gramophone record in which a copyright subsists is guilty of a criminal offence.

Accordingly, the conviction in respect of the 1st charge is set aside. For the same reasons the convictions in respect of the other charges are also set aside.

Appeal allowed.

Solicitors: *David Marshall.*

W.T. BERGE v. SALAMAH BINTE SALIM

[O.C.J. (Choor Singh J.) August 8, 1978]
[Singapore — Divorce Petition No. 802 of 1978]

Family Law — Divorce — Jurisdiction — Marriage registered in Singapore — Husband domiciled in Canada — Women's Charter (Cap. 47), s. 80.

Women's Charter — Domicile — Petitioner not domiciled in Singapore — Scope of s. 80, Women's Charter (Cap. 47).

In this case the husband petitioned for the dissolution of his marriage on the ground of his wife's adultery. The parties were married in a civil ceremony conducted by the Registrar of Marriages under the provisions of the Women's Charter and the marriage was registered in Singapore. The husband was however domiciled in Canada.

Held: as the husband was not domiciled in Singapore, the court has no power to grant him a decree of divorce.

DIVORCE.

Dennis Tan for the petitioner.

R. Ramason (Mrs.) for the respondent.

Choor Singh J.: In these proceedings, the husband petitioned for the dissolution of his marriage on the ground of his wife's adultery.

The parties were married at the Registry of Marriages, Singapore, on the 15th day of December, 1973. The petitioner who was born in Canada, and professes the Christian faith came to work in Singapore shortly before the said marriage. The respondent is a Muslim by religion and as both parties wanted to adhere to their respective religions they got married in a civil ceremony conducted by the Registrar of Marriages under the provisions of the Women's Charter (Cap. 47).

The petitioner is domiciled in Canada and it was contended on his behalf that notwithstanding the fact that he is not domiciled in Singapore, the court has jurisdiction under section 80(1)(a) of the Women's Charter (Cap. 47) to grant the petitioner a decree of divorce. Section 80 of the Women's Charter provides as follows:

"80.—(1) Nothing herein shall authorize the court to make any decree of divorce except —

(a) where the marriage has been registered or deemed to be registered under the provisions of this Act; or

(b) where the marriage between the parties was contracted under a law providing that, or in contemplation of which, marriage is monogamous; and

(c) where the domicile of the parties to the marriage at the time when the petition is presented is in Singapore."

It was submitted on behalf of the petitioner that as his marriage is registered under the Women's Charter, his case falls under section 80(1)(a) and the court has therefore power to grant him a decree of divorce.

In my judgment, counsel for the petitioner has misconstrued the provisions of section 80(1) of the

Women's Charter. Paragraphs (a) and (b) of section 80(1) are alternatives and it is sufficient if a petitioner complies with either of these two provisions but paragraph (c) is not an alternative provision. Section 80(1) must be read as a whole and it will be seen that paragraph (c) is a mandatory requirement. A husband seeking a divorce must comply with either paragraphs (a) and (c) or paragraphs (b) and (c). The effect of paragraph (c), which applies in every case, is that if the husband is not domiciled in Singapore at the time his petition is presented, the court has no power to grant him a decree of divorce.

There are special provisions in the Women's Charter which give the court jurisdiction to entertain proceedings by a wife although her husband is not domiciled or resident in Singapore, but these were of no help to the petitioner in this case.

For these reasons I held that on the facts of this case the court had no power to grant the petitioner a decree of divorce. Leave to withdraw the petition was granted.

Order accordingly.

Solicitors: *K.L. Tham & Co.; R. Ramason.*

RE PAN-MALAYSIA INDUSTRIES LTD. TAY AH KEE & ANOR. v. CENTRAL PROVIDENT FUND BOARD

[O.C.J. (Choor Singh J.) August 10, 1978]
[Singapore — Originating Summons No. 175 of 1978]

Companies — Appointment of receiver at instance of debenture holder — Assets of company insufficient to meet claim of debenture holder in full — Contributions to Central Provident Fund — Company ordered to pay arrears of contributions — Priorities — Central Provident Fund Act (Cap. 121), ss. 14 and 17(1) — Companies Act (Cap. 185), ss. 191 and 292.

Provident Fund — Contributions to C.P.F. — Priorities — Arrears — Assets of company insufficient to meet claim of debenture holder — Companies Act (Cap. 185), ss. 191 & 292 — Central Provident Fund Act (Cap. 121), ss. 14 & 17(1).

In this case the Pan-Malaysia Industries Ltd. had failed to pay contributions to the Central Provident Fund in respect of certain of its employees. The company was charged for failure to do so and was convicted and fined. In addition the company was ordered to pay arrears of contributions amounting to $48,493.30. The Company paid $10,483.25 leaving a balance of $38,010.05 due and owing to the Central Provident Fund Board. Subseqently the plaintiffs were appointed receivers and managers of the Company at the instance of the Chase Manhattan Bank pursuant to the provisions of three debentures created by the Company in favour of the Bank. The assets of the company were insufficient to meet the claim of the debenture holders in full so that if the claim of the Central Provident Fund Board were postponed to the claim of the debenture holders, the Board would not be able to get anything. It was contended by the plaintiffs that having regard to the provisions of sections 191 and 292 of the Companies Act, only a sum of $13,276.16 (being contributions payable during the 12 months previous to the appointment of the receivers) would be payable by way of preferential payment before the claim of the debenture holders were met. The defendants contended that the whole of the sum of $38,010.15 was payable to them in preference to any claim of the debenture holders.

Held: in the circumstances of the case, the Board was entitled to rank as preferential creditor for the sum of $13,276.16. As regards the balance of $24,733.89 due to the Board, payment of this sum had to be postponed until after the debenture holders had been paid.

Case referred to:-

(1) *In re Herbert Berry Associates Ltd.* [1977] 1 W.L.R. 617.

ORIGINATING SUMMONS.

Goh Heng Leong for the plaintiffs.
P. Selvadurai for the defendants.

Cur. Adv. Vult.

Choor Singh J.: The point in issue to be determined in this Originating Summons is whether a debenture holder has a prior right than the Central Provident Fund Board to the assets of a company when a receiver of the company has been appointed by the debenture holder.

The facts which are not in dispute are these. The Pan-Malaysia Industries Ltd. was summoned to appear in a magistrate's court on April 2, 1976 on twelve counts of failing to pay contributions to the Central Provident Fund Board in respect of certain of their employees.

The Company pleaded guilty and was fined a total of $1,800 being $150 for each of the twelve counts. This fine was paid. In addition, the Company was ordered to pay the arrears of the Central Provident Fund contributions amounting to $48,493.30 to the Central Provident Fund Board. The Company paid two sums totalling $10,483.25 leaving a balance of $38,010.05 still due and owing to the Central Provident Fund Board.

By a Notice of Appointment dated January 26, 1977 the plaintiffs were appointed Receivers and Managers of the Company at the instance of the Chase Manhattan Bank (National Association) pursuant to the provisions of three debentures created by the Company in favour of the said bank.

On December 17, 1977 the Central Provident Fund Board applied to the magistrate's court, under section 214(b)(iii) of the Criminal Procedure Code for the issue of a warrant for the levy of the amount of $38,010.05 by distress and sale of the property of the Company. A warrant was issued but distress was not levied as a stay of execution was granted pending the determination of the issue of priorities.

All the assets of the Company have been realised and the the net proceeds of sale of the whole of the assets of the Company are insufficient to meet the claim of the debenture holders in full so that if the claim of the Central Provident Fund Board is postponed until after the claim of the debenture holders have been paid in full there will be no assets out of which payment can be made to the Central Provident Fund Board.

The plaintiffs contend that having regard to the provisions of sections 191 and 292 of the Companies Act, a sum of $13,276.16 only falls to be paid out of the assets of the Company in the hands of the receivers to the defendants by way of a preferential payment before the claim of the debenture holders are met, while the balance of $24,733.89 is payable to the defendants only after the debenture holders have been paid in full.